

Terms of Use

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DO NOT USE THE SERVICES IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY. In an emergent situation, please call 911, contact your doctor, go to the nearest emergency room, or contact your local crisis center.

Among other activities, the Services enable coordination and communication with a functional medicine health coach. The Services do not replace your relationship with any physician.

These Terms limit the remedies available to you in the event of certain disputes and contain a mandatory arbitration provision that requires the use of arbitration on an individual basis, and not by a lawsuit. This means that (i) you are giving up, and you waive, the right to have any such dispute decided in a court of law before a jury or a judge (except as set forth expressly in section 16), and (ii) that you are giving up, and you waive, the ability to pursue any such dispute in a class, consolidated, or representative action or proceeding. Please see sections 13, 14, 15, and 16 for more information.

Introduction

GritWell, Inc. (“**GritWell**”, “**we**”, “**our**” or “**us**”) owns and operates the GritWell website available at www.grit-well.com (the “**Site**”). We collectively refer to the Site and other services provided by GritWell as the “**Services**”.

These Terms of Use (“**Terms**”) govern your use of the Services. By accessing, browsing, and/or using the Services, you acknowledge that you have read and agree to be bound by these Terms.

1. Important Notices and Disclaimers.

GRITWELL IS NOT A HEALTHCARE PROVIDER. GritWell is an online platform that enables Site visitors to access informational and educational content and registered users to access qualified functional medicine health coaches (“**Practitioners**”) via video and audio consultations, schedule medical tests, and obtain supplements. While our Practitioners consult with medical doctors and/or naturopathic doctors (“**MDs/NDs**”), the MDs/NDs do so in an advisory capacity only and registered users do not meet or directly interact with any MD/ND through the Services. The Practitioners and MDs/NDs they consult with are independent contractors and are not employees of GritWell.

THE INFORMATION AND OTHER CONTENT AVAILABLE ON OR THROUGH THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY, IS NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT, AND SHOULD NOT BE RELIED UPON AS YOUR SOLE SOURCE FOR HEALTH OR MEDICAL INFORMATION OR TO SUGGEST A COURSE OF TREATMENT FOR ANY PARTICULAR INDIVIDUAL. YOU SHOULD ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL REGARDING QUESTIONS YOU HAVE ABOUT ANY MEDICAL CONDITION BEFORE MAKING HEALTH CARE DECISIONS.

THE SERVICES ARE NOT INTENDED FOR USE IN A MEDICAL EMERGENCY. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR LOCAL EMERGENCY CONTACT NUMBER (E.G., 911) IMMEDIATELY. NEVER DELAY IN SEEKING PROFESSIONAL MEDICAL ADVICE OR DISREGARD SUCH ADVICE BECAUSE OF SOMETHING YOU HAVE READ ON THE SITE OR APP.

2. Services Overview, Availability, and Eligibility.

Services Overview. The Services include (i) providing individuals with information on healthcare and wellness; (ii) administrative support in connection with scheduling, ordering, and payment for Practitioner consultations, tests, and supplements; (iii) telecommunications support for using the Services as a means of direct access to a Practitioner for communication, consultations, and assessments; and (iv) development and gathering health care records and health information on behalf of the Practitioners with retention of the same for use in Practitioner appointments and communications. GritWell does not provide medical advice or care. The Practitioners and MDs/NDs are solely responsible for the quality and appropriateness of the care they render to you and your reliance on any Practitioner or information delivered by a Practitioner via the Services is solely at your own risk.

If a Practitioner recommends that diagnostic testing be performed, all such testing will be ordered by GritWell through an independent third-party provider on the Practitioner's behalf. Practitioners will read and analyze the test results and will share their observations with MDs/NDs who will likewise review such test results and provide generalized input/advice to the Practitioner. If you prefer, you may choose to have your diagnostic tests performed by your own doctor.

If a Practitioner recommends any supplements, all such supplements will be ordered by GritWell through an independent third-party provider on the Practitioner's behalf.

Availability. Certain of our Services are currently only available to individuals located in certain states. You will be provided with notice of such limitations on availability of certain Services in your location when using those parts of the Services.

GritWell is based in the United States. We provide the Services for use only by persons located in the United States. We make no claims or representations that the Services or any material included in the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so at your own risk and you are solely responsible for compliance with local laws, including export laws as applicable.

Eligibility. Our Services are intended for use by you only if you are 18 years of age or over. To qualify to use the Services, the following must be true, and by accessing or using the Services, you represent and warrant that they are true:

- You are age 18 or over or, if you are accessing the Services in violation of the Eligibility requirement related to age, you otherwise have the express consent of your parent or legal guardian.
- You are located in a state where we operate (depending on the type of Services).
- You agree to be legally bound by and comply with these Terms.

You understand and agree that satisfying the above requirements does not guarantee that you will receive Services. In addition to the above requirements, GritWell reserves the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you.

3. Changes to the Terms and the Services.

The Services are continually under development, and GritWell reserves the right to review, modify, or remove any part of these Terms in its sole discretion at any time and without prior notice to you. You should check the Terms from time to time when you use the Services to determine if any changes have been made. Any changes to these Terms are effective upon posting to the Services, unless applicable law requires us to provide additional notice or take other actions before such changes can become effective. If you disagree with these Terms, your sole and exclusive remedy is to discontinue your use of the Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

You acknowledge and agree that: (1) all or any part of the Services may not be accessible at any time, for any period, or for any reason; and (2) GritWell will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. GritWell reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Services or any portion thereof, with or without notice. You agree that GritWell shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

4. Privacy.

Please read our Privacy Notice for information on our data collection, use and sharing policies and practices in connection with the Services.

5. Registration and Account Creation.

Although certain parts of the Services are accessible without creating an account, you may be required to create an account to access and use other parts of the Services. If you create an account, you agree to provide information that is current, accurate, and complete, and to maintain and update such information so that it remains current. If you do not maintain such information, or GritWell has reasonable grounds to suspect that such information is not current, accurate, or complete, GritWell has the right to suspend or terminate your account and your use of the Services. You agree to keep confidential your username and password and to exit from your account at the end of each session. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password. You also agree to immediately notify GritWell of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing GritWell at hello@grit-well.com. GritWell may take any and all actions it deems necessary or reasonable to maintain the security of the Services.

You may not transfer or share your password with anyone, or create more than one account. You may not use anyone else's account at any time. You are responsible for changing your password promptly if you think it has been compromised. GritWell explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

6. Payments and Subscriptions

GritWell uses the third-party payment platform, Stripe, the Stripe API, and your Stripe account to process credit and debit card transactions. GritWell is a "Partner Application" as defined in the Stripe Terms of Service. By using GritWell and agreeing to these Terms, you also agree to be bound by Stripe's Terms of Service.

By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due, including recurring fees associated with Subscription Services (as defined below). In the event that your credit card expires or GritWell, our affiliates, or our third-party payment processors are unable to process your payment, you may be asked to provide an alternative payment method.

You understand that you are responsible for and agree to pay all fees due to receive services requested, including consultations, tests, or supplements, at the fees and pursuant to all payment terms presented to you when engaging in transactions. Your payments to GritWell may include fees charged by Practitioners or other third parties that provide services to you in connection with the Services, which GritWell collects on their behalf. Prices are subject to change at any point in our sole discretion. Any services not provided by us, our affiliates, or otherwise made available through the Services are not included in the payments collected by GritWell and you may be separately charged by the applicable service provider for such services. GritWell and/or the Practitioners or other service providers have no obligation to provide any services unless and until full payment has been received and/or verified. You are responsible for keeping your payment information (such as credit card number and billing address) accurate and up to date at all times.

Certain products or services offered on the Services may be offered on a subscription basis ("**Subscription Services**"). For Subscription Services, your payment method will be automatically charged at regular intervals as described during the checkout process for the applicable Subscription Services. You may cancel a subscription at any time before the cancellation cutoff date as indicated to you at the time you purchase a Subscription Service. You will also be informed about how you can cancel these Subscription Services.

EXCEPT AS OTHERWISE SET FORTH IN ANY RETURN OR REFUND POLICY PROVIDED TO YOU ON THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT DUE TO THE NATURE OF THE PRODUCTS AND SERVICES PURCHASABLE THROUGH THE SERVICES ANY APPLICABLE FEES AND OTHER CHARGES ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

7. Prohibited Uses.

You may use the Services only for lawful purposes and in accordance with these Terms. You agree that in using or accessing the Services, you will not:

- impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- violate any local, state, national or international law (including export laws);
- reverse engineer, disassemble, decompile, or translate any software or other components of the Services;
- distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or the Services, or any other system, device, or property;

- access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party;
- use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services;
- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, Services Content, or User Content other than as expressly permitted herein;
- create or develop competing products or services or for any other purpose that is to GritWell's detriment or commercial disadvantage;
- damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner the Services, Services Content, or User Content, in whole or in part;
- use framing techniques to enclose any trademark, logo, or the Services without our express prior written consent;
- post, transmit or otherwise disseminate any content that, as we determine at our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, violent, demeaning, intimidating, discriminatory, or racially, ethnically or otherwise objectionable, or infringes our or any third party's intellectual property or other rights, (ii) is derogatory or harmful to our reputation, the reputation of our licensors, the Practitioners and MD/NDs, or any of our or their respective officers, members, employees, representatives, licensors and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner; or (iv) attempts to obtain the personal information of other users;
- harm, harass, threaten, abuse, defame, demean, discriminate against, or intimidate any Provider who provides health care services related to the Services, as we determine in our sole discretion;
- disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to the Services or any computer network;
- bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by GritWell or any of our service providers to protect the Services;
- remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services or any Services Content or User Content;
- use any manual process or automated device to monitor or copy any content made available on or through the Services for any unauthorized purpose except as permitted herein;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;

- copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to GritWell or third-party content from the Services;
- otherwise use the Services in any manner that exceeds the scope of use granted herein; or
- encourage or enable any other individual to do any of the foregoing

8. Ownership and License to Use the Services.

As between GritWell and you, GritWell is the sole and exclusive owner of all right, title and interest in and to the Services and their content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel, and Practitioner Content (defined below)) ("**Services Content**"). You are not permitted to reproduce, publish, distribute, modify, reverse engineer, disassemble, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Services or Services Content except as permitted by these Terms or otherwise by GritWell expressly in writing. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Services or Services Content shall be owned solely and exclusively by GritWell or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Services or Services Content.

Certain names, logos, and other materials displayed in and through the Services may constitute trademarks, trade names, service marks or logos ("**Marks**") of GritWell or its affiliates. You are not authorized to use any such Marks without the express written permission of GritWell. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

Subject to your compliance with these Terms, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Services and Services Content solely for your personal and non-commercial use and only as permitted under these Terms and the Privacy Policy. No other right, title, or interest in or to the Services or Services Content is transferred to you, and all rights not expressly granted are reserved by GritWell or its licensors.

9. Practitioner Content, User Content, and Feedback.

Practitioner Content. You acknowledge that GritWell simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of any content posted by Practitioners, including in response to User Content ("**Practitioner Content**"). You understand that all Practitioner Content posted on, transmitted through, or linked through the Services, are the sole responsibility of the Practitioner from whom such Practitioner Content originated. You understand that GritWell does not create and is not responsible for Practitioner Content made available through the Services, and that by using the Services, you may be exposed to Practitioner Content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Practitioner Content.

User Content and Feedback. Except as provided in our Privacy Policy or information governed by applicable federal and state privacy laws and regulations, you understand and agree that any information

you provide through the Services, whether by direct entry, submission, email or otherwise, including, but not limited to, data, questions, comments, forum communications, or suggestions/feedback, will be treated as non-confidential and non-proprietary and will become the property of GritWell and/or the Practitioners ("**User Content**").

Except as provided in our Privacy Policy or subject to any applicable laws, User Content may be used by GritWell for any purpose, including, without limitation, reproduction, solicitation, disclosure, transmission, publication, broadcast, and posting, and GritWell shall be free to use such User Content for any purpose whatsoever, including, without limitation, developing and marketing products using such information, without any compensation owed to you. You hereby grant GritWell, our service providers, our successors and assigns, and the Practitioners, the fully transferable and sublicenseable right and license to use, reproduce, modify, analyze, perform, display, distribute, and otherwise disclose to third parties any data or information you submit on or through the Services for the purposes of providing Services to you, marketing Services to you, conducting research or analyses of such data, and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of GritWell using such data. You understand that any User Content you publish in public forums will be viewable and copyable by other users of the forum and potentially the public at large.

WITHOUT LIMITATION OF THE FOREGOING, GRITWELL DOES NOT ASSUME RESPONSIBILITY OR LIABILITY FOR THE USER CONTENT FOUND IN ANY PUBLIC FORUM, NOR FOR ANY CLAIMS, DAMAGES OR LOSSES RESULTING FROM ANY USE OF ANY PUBLIC FORUM OR THE USER CONTENT CONTAINED THEREIN.

GritWell has no obligation to screen, preview, monitor or approve any User Content or Practitioner Content, or content posted or submitted by any other GritWell user. However, you acknowledge, consent, and agree that we may access, monitor, preserve, and disclose your information and/or any User Content or Practitioner Content, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms of Use, our Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and (5) to protect the rights, property, or personal safety of GritWell, its agents and affiliates, its users, Practitioners, MDs, and the public. This includes exchanging information with other companies and organizations for fraud protection, and spam/malware prevention, and similar purposes.

10. Consent to Electronic Communications.

By providing us with your email address or telephone number, you consent to receive electronic communications from GritWell and Practitioners (e.g., via email, text (SMS) message, or by posting notices to the Services). These communications may include information from your Providers and other transactional or administrative information. You agree that any notices, agreements, disclosures, or other communications sent through the Services electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. You may opt-out of receiving text messages at any time by texting "STOP" to the message received, from the mobile device that is subscribed to receive the text messages. After you send the text message "STOP" to us, we may send you one final text message to confirm that you have been unsubscribed.

You also understand that while GritWell takes your privacy and the security of your health and other sensitive information very seriously, the transmission of information over the internet and mobile networks is not 100% secure. Text messages and emails that you send to or receive from GritWell are not

encrypted, which means that it is possible they may be intercepted by third parties. If you choose to send or receive information about your health or any other sensitive information by text message or email, you do so at your own risk. By enrolling in text message or email communications, you consent to sending text messages and emails to GritWell, and receiving text messages and emails from GritWell, that are not encrypted.

We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

11. Third-Party Links and Features on the Services.

The Services may contain hyperlinks, plug-ins, products, or features operated by third parties (“**Third-Party Services**”). Such Third-Party Services are not under our control and we are not responsible for the information, products or services described by, or for the content or features of any such Third-Party Services. We are providing these Third-Party Services to you only as a convenience, and the inclusion of any Third-Party Services does not necessarily imply endorsement of the Third-Party Services or any association with its operators. Your use of these Third-Party Services is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Third-Party Services. You may have arrived at the Services through a Third-Party Service, and you understand and agree that we are not responsible for the information, products or services described on those Third-Party Services and only these Terms will apply to your use of or access to the Services.

12. Termination.

The Terms will remain in full force and effect for as long as you continue to access or use the Services. You may terminate the Terms at any time by discontinuing use of the Services. Your permission to use the Services automatically terminates if you violate these Terms.

GritWell may terminate or suspend any of the rights granted by these Terms and your access to and use of the Services with or without prior notice, for any reason, and at any time, including for violations of these Terms. The following provisions survive the expiration or termination of these Terms for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Venue, Severability of Provisions; No Waiver; and Assignment.

Subject to applicable law, GritWell reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Services pursuant to its internal record retention and/or content destruction policies. After such termination, GritWell will have no further obligation to provide the Services, except to the extent an affiliated professional entity is obligated to provide you access to your health records or is required to provide you with continuing care under applicable legal, ethical and professional obligations to you. You agree that if your use of the Services is terminated pursuant to these Terms, you will not attempt to use the Services in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold GritWell harmless from any and all liability that GritWell may incur therefore.

13. Disclaimer of Warranties.

We aim to support you in reaching your health goals, but ultimately your success depends primarily on your own efforts. We cannot and do not guarantee that you will attain a particular result, and you understand that results differ between individuals. As with any health-related program or service, your results may vary, and will be based on many variables, including but not limited to, your individual capacity, life experience, unique health and genetic profile, starting point, expertise, and level of commitment.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. GRITWELL AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, PRACTITIONERS, AND MDS/NDS (COLLECTIVELY “**RELATED PERSONS**”) MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER GRITWELL NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF THE SERVICES, SERVICES CONTENT, AND USER CONTENT. FURTHERMORE, GRITWELL DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND GRITWELL DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION, OR YOUR RELIANCE ON ANY SUCH CONTENT, MATERIAL, AND/OR INFORMATION.

14. Limitation of Liability.

YOU UNDERSTAND THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT WILL GRITWELL, ITS RELATED PERSONS OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SERVICES OR ANY SERVICES CONTENT, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES. THIS IS TRUE EVEN IF GRITWELL OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL GRITWELL OR ITS RELATED PERSONS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED IN THE AGGREGATE, THE GREATER OF (I) ONE HUNDRED DOLLARS (\$100), OR (II) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages as described in this section. Accordingly, some of these limitations may not apply to you. If you are a resident of a U.S. state that permits the exclusion of these warranties and liabilities, then the limitations in this section specifically do apply to you.

15. Indemnification.

You agree to defend, indemnify and hold harmless GritWell, its subsidiaries, its affiliates, and all of their directors, officers, employees, contractors (including Practitioners and MDs/NDs), licensors, suppliers, representatives, proprietors, partners, shareholders, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all third-party suits, actions, claims, proceedings, liabilities, demands, losses, damages, judgments, fees, or penalties, and the cost to investigate and defend against them (including reasonable attorneys' fees) arising out of or relating to (1) your access to or use of, or activities in connection with, the Services or items or services made available through the Services, (2) your breach or alleged breach of these Terms, or (3) your fraud, violation of law, negligence, or intentional misconduct. GritWell reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with us if and as requested by us in the defense and settlement of such matter.

16. Governing Law; Dispute Resolution; Arbitration; Venue; Severability

IMPORTANT NOTE: PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND GRITWELL TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM GRITWELL. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND GRITWELL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Governing Law. These Terms and your use of the Services shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth in this Section 16, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in San Francisco, California, and you consent to the jurisdiction of those courts.

Binding Arbitration, Generally. Except as described in the "Exceptions" section below, you and GritWell agree that every dispute arising in connection with these Terms, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory, regardless of whether a claim arises after the termination of these Terms, and regardless of whether a claim arises

before or after the effective date of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

Exceptions. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) file suit in a court of law to address an intellectual property infringement claim; or (c) seek injunctive relief in a court of law in a state or federal court in San Francisco, California.

Arbitrator. This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting GritWell.

Commencing Arbitration. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). GritWell’s address for Notice is: 2861 Webster Street, San Francisco, CA 94123, Attention: Legal. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or GritWell may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, GritWell will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if GritWell has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and GritWell may seek reimbursement for any fees paid to AAA.

Arbitration Proceedings. Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for \$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. During the arbitration, the amount of any settlement offer made by you or GritWell must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

Arbitration Relief. Except as provided in the “**No Class Actions**” section below, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator’s award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.

No Class Actions. YOU AND GRITWELL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and GritWell agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR GRITWELL WANTS TO ASSERT A DISPUTE AGAINST THE OTHER THAT IS SUBJECT TO ARBITRATION PURSUANT TO THESE TERMS OF USE, THEN YOU OR GRITWELL MUST COMMENCE SUCH DISPUTE BY DELIVERY OF A NOTICE OF ARBITRATION WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

Severability. All parts of these Terms apply to the maximum extent permitted by law. GritWell and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of these Terms will not affect the validity and enforceability of the remaining provisions.

17. General Terms.

No waiver. No waiver by GritWell of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by GritWell to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

No agency relationship. Neither these Terms, nor any Services Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

Remedies. You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that may cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Assignment. You may not assign any of your rights under these Terms, and any such attempt will be null and void. GritWell and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms if some or all of the business of GritWell is transferred to another entity by way of merger, sale of its assets, or otherwise.

Headings. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This is the entire agreement between you and GritWell relating to the subject matter herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that you may have entered into with GritWell.

18. Contact.

If you have questions or comments about these Terms, please contact us by email at hello@gritwell.com, by phone at 415-909-5224, or by mail at 2861 Webster Street, San Francisco, CA 94123.